

Lee Co.

PPME #2003 (Mixed)

7/1/2004 6/30/2007

AGREEMENT

BETWEEN

LEE COUNTY, IOWA

AND

PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES

Local No. 2003, IUPAT

ADMINISTRATIVE UNIT

July 1, 2004

to

June 30, 2007

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PREAMBLE

THIS AGREEMENT is executed by Lee County, hereinafter called "Employer", and Public Professional & Maintenance Employees, Local No. 2003, IUPAT, and any successor affiliate, hereinafter called "Union".

ARTICLE 1

Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Lee County in the following bargaining unit pursuant to Order of Certification dated February 26, 2002, in PERB Case No. 6419, to-wit:

Included: All full-time and regular part-time employees in the following departments: Auditor, Treasurer, Attorney, Recorder, Maintenance, and General Relief Central Point of Coordination.

Excluded: Elected Officials, Department Heads, First Deputies, Second Deputies, Budget Directors, Confidential Secretary, all employees in other departments, and all persons excluded by the Act.

and the parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification.

ARTICLE 2

Definitions

Section 1. **ACT** is the Iowa Public Employment Relations Act as it may be amended from time to time.

Section 2. **BARGAINING UNIT** is the bargaining unit recognized by the Employer and defined in Article 1, Recognition, Section 1, hereof.

Section 3. **BOARD** is the members of the Lee County Board of Supervisors.

Section 4. **COUNTY** is Lee County, Iowa.

Section 5. **DAY** for the purposes of this contract shall mean a 7-hour day for employees working a thirty-five (35) hour work week and an 8-hour day for employees working a forty (40) hour work week.

Section 6. **EMPLOYER** is Lee County, Iowa, acting through its Board of Supervisors, or such elected officials, department heads, or other persons designated by the Board of Supervisors to act on its behalf.

Section 7. **FULL-TIME EMPLOYEE** is a regular employee working thirty (30) hours or more per week.

Section 8. **PART-TIME EMPLOYEE** is any person within the bargaining unit employed on a regular scheduled, part-time basis, working less than thirty (30) hours per week. Except where the context clearly states otherwise, part-time employees working at least an average of twenty (20) hours per week on a regular basis shall be granted the same benefits as full-time employees prorated to a percentage equal to that of an employee working a 40-hour week.

Section 9. **PERB** is the Iowa Public Employment Relations Board.

Section 10. **PROBATIONARY EMPLOYEES**

a. A new employee hired on a full-time or part-time basis shall serve a probationary period of six (6) calendar months. Upon successful completion of the probationary period, the new employee shall be put on the seniority list and their seniority shall be determined from and related back to their original date of employment in the bargaining unit. During the probationary period, a probationary employee may be discharged by the Employer without cause and no grievance shall be permitted.

b. A probationary employee shall be eligible for leaves, vacation, and holiday benefits provided under this Agreement. Commencing on the first day of the first full calendar month of employment, the probationary employee, if eligible, shall be covered under the group health insurance provided by the Employer. All other benefits shall accrue during the probationary period, but shall not be available for use by the employee until completion of the probationary period, or as otherwise provided in this Agreement.

Section 11. **REGULAR EMPLOYEE** is an employee, other than a temporary employee, working an average of at least twenty (20) hours per week and who has completed the probationary period. Except where the context clearly states otherwise, the word “employee” when used in this Agreement shall be limited to mean “regular” employee.

Section 12. **TEMPORARY EMPLOYEE** is a person employed in a temporary vacancy on a full-time or part-time basis for a particular purpose for less than four (4) months. Temporary employees are not members of the bargaining unit. A temporary employee shall become a probationary employee upon four (4) months and one (1) day within a job classification, and time worked as a temporary employee shall be credited towards completion of the probationary period.

Section 13. **UNION** is Public Professional and Maintenance Employees, IUPAT Local 2003, acting through its Business Representative, or such elected union officers or other persons designated by the Business Representative to act on his or her behalf.

ARTICLE 3

Dues Checkoff

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by this Agreement if the employee provided the Employer with a written authorization therefor. The deductions will be for monthly Union dues in the amounts certified in such authorization or as the same may be modified by written notification from the Union. The Employer shall transmit the total monthly deduction for dues to the office designated by the Union no later than fifteen (15) days after the money has been withheld and accompanied by a list indicating the name, current address, hourly rate of pay, and amount of dues deducted for each employee for whom dues have been withheld noting any additions or deletions from the previous month with a notation as to the reason for the deletion.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days’ written notice to the County and to the Union and shall automatically be canceled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

ARTICLE 4

Seniority

Section 1. Seniority is defined as an employee's length of continuous service within the county from the employee's date of hire. Seniority shall be administered on a bargaining unit basis and amended only pursuant to this Agreement. Regular part-time employee's seniority shall be prorated as a percentage of a full-time employee working a forty-hour week. The Employer shall maintain the seniority records for employees. The seniority list shall be posted annually showing the employee's date of hire and seniority within the bargaining unit. A copy of the list will be made available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty days of the list being posted.

Section 2. The seniority of an employee shall terminate if the employee quits for any reason; is discharged for just cause; fails to report to work after notice of recall within the time limit set out in this Agreement, hereafter; is laid off for a period exceeding twelve months or exceeding the employee's seniority whichever is less; is absent from work for three consecutive work days without approval by the Employer, providing that an exception may be made at the discretion of the Employer; or fails to report to work on the next scheduled work day after the completion of a leave of absence or a vacation, providing that an exception may be made for good cause shown by the employee, at the discretion of the Employer.

Section 3. All employment vacancies within the bargaining unit shall be posted, with the job description, on the bulletin boards for a period of five working days. In all cases of job transfers, reduction in force, new hires, promotions and demotions, the Employer shall consider qualifications and seniority of eligible employees. If the qualifications of the persons are equal, then seniority shall govern. Seniority shall not apply or govern in the case of temporary assignments or transfers.

Section 4. Whenever a job opening becomes available, a notice of the opening will be posted on the employee bulletin boards for a period of at least five days. If the choice is between a current employee or a new hire, preference will be given to the current employee provided that qualifications are equal. The Employer will post the name of the successful applicant.

Section 5. The employees selected to fill a position as set out above will be provided a thirty day training period, to give the Employer and employee an opportunity to evaluate the employee's suitability for the position. If the employee determines during the thirty-day training period that the employee is unsuitable for the position, the employee will be returned to the employee's previous job. If the Employer determines during the thirty-day training period that the employee is not suitable for the new job, the Employer will reassign the employee to the employee's previous job. The Employer will provide the employee with a written statement explaining the reasons for the reassignment.

ARTICLE 5

Procedures for Staff Reductions

Section 1. In the event the Employer determines that an employee must be laid off, the Employer shall determine in which job classification or position the layoff shall occur. The employee displaced by the layoff may select voluntary layoff rather than transferring to another job. A temporary, part-time or probationary employee shall be laid off before a full-time employee. A temporary or probationary employee shall have no right of recall.

The employee with the least seniority in the job classification or position shall be laid off first. If two or more employees have equal seniority, the Employer shall have absolute discretion to determine the employee to be laid off, and such decision shall not be grievable. The laid off employee may displace an employee with the least seniority in an equal or lower job classification, provided the employee has the qualifications and ability to perform the job.

An employee on layoff has no transfer or bidding rights. An employee who is bumped may exercise any bumping rights he or she may have. Employees who exercise their bumping rights have no recall rights.

Section 2. Those employees to be laid off will be notified as soon as possible by certified mail, return receipt requested, sent to the employee's latest advised current address. Laid off employees shall advise the Employer of their current address during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 3. An employee shall report to work within ten (10) calendar days after notice of recall is mailed, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date. Failure to report to work after notice of recall shall negate any further rights of reinstatement.

Section 4. The Employer shall not hire a new employee from outside the bargaining unit for a classification in which an employee has been laid off so long as the laid off employee has not lost seniority under the provisions of this Agreement, unless the employee fails to advise the Employer of the employee's current address or unless the employee fails to report to work within the designated time period.

Section 5. The Employer shall not layoff or reduce the hours of any employees in this Unit from the date of ratification of this contract through June 30, 2005.

ARTICLE 6

Job Classification

Section 1. Job classifications in effect on the effective date of this agreement shall remain as presently in existence. Prior to any change in job classification, the Employer agrees to meet and confer with the Union. The Union shall not refuse to meet with the Employer on this subject. Disputes as to the inclusion within the bargaining unit shall be submitted to the Public Employment Relations Board for resolution.

Section 2. An employee's pay status in a job classification will be effective as follows:

- a. Length of Service. Employees shall advance to the next step on the pay scale for that job classification upon meeting the required length of service in that pay scale.
- b. Increase in Pay. An employee who successfully bids or transfers to a job classification in a higher pay scale shall be placed in the next higher pay rate compared to the employee's previous wage rate.
- c. Decrease in Pay. When an employee successfully bids or is transferred or bumped to a classification having a lower pay scale, the employee's rate of pay shall be the same as the employee's current rate, at the time of transfer, provided the pay scale contains the employee's current pay rate; otherwise,

the rate of pay shall be the next lower hourly rate in the pay scale compared to the employee's previous wage rate.

- d. Return from Layoff. When an employee, following layoff, is recalled in the same classification for which the employee was laid off, the employee shall be placed in the same pay step held at the time of the layoff. When the employee is re-employed in a classification having a lower pay scale, the employee's rate of pay shall be the same as that at the time of layoff, provided that the pay scale continues at that rate; otherwise, the employee's rate of pay shall be the next lower hourly rate in the pay scale compared to the former wage rate.
- e. Temporary Assignments. An employee temporarily assigned to perform the duties of a job in a lower job classification will not suffer a reduction in pay. An employee temporarily assigned to perform the duties of a job in a higher rated job classification shall be paid at the next higher pay rate than the employee's current pay rate in the higher pay scale effective beginning on the sixth consecutive day the employee so works.

ARTICLE 7

Hours of Work

Section 1. This Article is intended to set forth the normal workweek, but shall not be construed as a guarantee of any amount of work per day or per week or as a limitation of hours of work per day or per week.

Section 2. The normal workweek shall consist of thirty-five (35) hours per week, exclusive of unpaid lunch periods, in the Auditor's Office, Recorder's Office and Treasurer's Office.

A normal workweek shall consist of forty (40) hours, exclusive of unpaid lunch periods for all other departments covered by this agreement.

A workweek shall commence at 12:01 a.m. Saturday and end at 12:01 a.m. the following Saturday.

Section 3. The normal workday shall consist of seven (7) hours of work in the Auditor's Office, Recorder's Office and Treasurer's Office. The normal workday shall consist of eight (8) hours of work for all other departments covered by this agreement. The employee shall receive an unpaid lunch period and shall also receive a fifteen (15) minute paid break in the morning and fifteen (15) minute paid break in the afternoon to the extent the employee's work allows for such breaks.

Section 4. It is understood and agreed that the normal daily or weekly work schedule may be changed by the Employer from time to time. The affected employees shall be given fourteen (14) calendar days notice of a change in the schedule of hours to be worked. Additionally, other flex-time arrangements may vary the hours and schedules of individual employees, if voluntarily agreed to by the employee and the department head. Flex-time arrangements may cause a loss of wages or benefits to the employee whose normal work schedule is changed. Flex-time arrangements include:

- a. Variable starting and ending times of work schedules;
- b. Compressed work week, such as four (4) ten-hour days;
- c. Scheduling of paid break(s) with the unpaid meal;
- d. Other mutually agreeable flexible hour concepts.

ARTICLE 8

Overtime

A. Overtime

Section 1. All work performed in excess of forty hours per week shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate.

Section 2. All overtime worked shall be determined and must be authorized by supervision. For the purpose of computing overtime, any day for which the employee is paid shall be considered the same as time worked.

Section 3. Overtime shall first be offered to full-time employees within a department before it is offered to part-time or temporary employees.

Section 4. Overtime shall not be used to punish or reward employees. No employee shall be compensated for overtime more than once for the same hours worked.

B. Call-back Time

An employee who is called back to work by the Employer shall be paid a minimum of one (1) hour of pay at the overtime rate, unless such call-back is one (1) hour or less prior to the employee's regular shift. Call-back does not apply when an employee is required to work beyond the employee's regular shift.

C. Compensatory Time

Section 1. An employee working a regular 35-hour work week may elect to receive compensation as compensatory time at the rate of one (1) hour of compensatory time for each hour worked after thirty-five (35) hours up to and inclusive of forty (40) hours. All employees may elect to receive overtime compensation as compensatory time at the rate of one and one-half (1-1/2) hours of compensatory time for each hour worked after forty (40) hours. Compensatory time may be accumulated up to a maximum of forty (40) hours for all employees.

Section 2. Compensatory time off will be taken at a time that is mutually acceptable to the employee and the Employer. A minimum of one-half (½) hour of compensatory time shall be used per occasion.

Section 3. Any accrued compensatory time off not scheduled by May 31 for use in June of that year shall be paid to the employee during the month of June. In no case may compensatory time off be carried over to a new fiscal year. Overtime earned in June will be paid as overtime pay.

Section 4. The Employer shall keep a record of the compensatory time which the employee has earned or used and the employee may request to see such record at any reasonable time.

ARTICLE 9

Holidays

Section 1. An employee shall be granted eleven (11) paid holidays, to-wit: New Year's Day, Martin Luther King's Birthday, the Friday before Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve day and Christmas Day. The Christmas Eve day and Christmas Day holiday shall be celebrated in a manner which is consistent with the closing of the county offices.

Section 2. The Employer shall designate the day on which the holiday is to be observed except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 3. In order to be eligible for receiving holiday pay, an employee, unless on approved leave, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. An employee called in to work on the day designated as a holiday shall receive a day of pay for the holiday plus one and one-half times the employee's regular hourly rate of pay for all hours worked.

ARTICLE 10

Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>WEEKS OF VACATION</u>
1	1
2-6	2
7-9	3
10-19	4
20 & Over	5

Section 2. Regular part-time employees shall be entitled to paid vacation leave pro-rated per department to an average number of hours worked in the previous year. Vacation will be earned on a monthly basis, one-twelfth (1/12th) of the vacation being earned each month provided that no vacation may be earned by a part-time employee on a pro rata basis until the employee has completed the first full year of work.

Section 3. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to the employee's work refreshed. Accordingly:

a) An employee may accrue and carry up to a maximum of two times their annual accumulation. Additional vacation time earned shall be forfeited if not used by the employee. Vacation leave accumulated prior to the effective date of this contract will be credited toward the maximum accumulation.

b) No employee shall be entitled to vacation pay in lieu of vacation. In the event that circumstances beyond the control of the employee prevent the employee from using a previously scheduled vacation and the employee is unable to reschedule the vacation time, creating a situation that would cause the earned vacation to be forfeited, the employee will be given an additional ninety (90) days in which to use the allotted vacation time, before it is forfeited.

Section 4. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer. An employee may request a change in a previously scheduled vacation. The final right to allot vacation periods and the right to change such vacation periods rests with the Employer.

Section 5. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

Section 6. Vacation shall be taken in increments of at least one (1) hour at a time.

ARTICLE 11

Leaves

A. Sick Leave

Section 1. Sick leaves shall be used for the employee's medical, optical or dental appointments, personal illness or injury, including on-the-job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer.

Section 2. An employee may use up to the number of hours an employee normally works in three (3) days, to be used if the medical condition of the employee's spouse, child, including stepchild, parent or stepparent, requires the physical presence of the employee or undergoes a surgical procedure requiring hospitalization.

Section 3. Employees shall be granted 1.25 days of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of 120 days. Sick leave accumulated prior to the effective date of this contract will be credited toward the maximum accumulation.

Section 4. An employee may use up to three (3) separate occasions of sick leave during the contract year without a physician's certification. The Employer reserves the right to request a physician's certification for any absence due to sickness after the first day of absence. Absence from work occasioned by an injury or illness covered by workers' compensation does not count as sick leave for the purposes of this section only.

Section 5. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 6. No employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

Section 7. An employee may use sick leave to the extent it is available, for an on the job injury or disability. If an employee so elects to use such sick leave, in any period for which an employee is receiving worker's compensation benefits for an on the job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave at the value of the employee's current hourly rate of pay.

Section 8. Sick leave shall be taken in increments of at least one (1) hour for the first hour or part thereof and 15-minute increments thereafter.

B. Funeral Leave

Section 1. In case of the death of a spouse, or a child (including a step-child) an employee will be granted five (5) working days of paid leave which may be taken at any time commencing with the death of the spouse or child. In the case of the death of an employee's parent, stepparent, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, brother or sister-in-law, or permanent member of the immediate household, an employee will be granted three (3) working days of paid leave which may be taken at any time commencing with the date of death. In addition, the Employer may grant additional leave under this section without pay.

Section 2. An employee who has completed the probationary period may be granted up to their hours normally worked during the day of leave without pay to serve as a pallbearer or to serve in a military funeral.

C. Leave of Absence Without Pay

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Employer and approved in writing. The employee will be given a copy of the authorization.

Section 2. An employee may be entitled to a leave of absence without pay if the employee is physically or mentally unable to return to work after exhausting sick leave, vacation leave, and any unused compensatory time. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall present a doctor's statement setting the date when the employee is able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of extension granted by the Employer based on a medical ground, the employee shall be considered to have voluntarily resigned or retired. This leave of absence without pay status following sick leave may extend only for a period not to exceed six (6) calendar months in the case of employees having less than five (5) full years of seniority on the date the leave of absence begins, and not to exceed one (1) calendar year in the case of an employee having more than five (5) full years of seniority on said date.

Section 3. Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.

Section 4. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 5. During a leave of absence without pay, the employee:

- a) must, except during FMLA leave, pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period of absence; and
- d) shall not acquire additional seniority during said leave, if said leave is for a period exceeding sixty (60) days. The Employer may make exceptions to any of the above conditions (a-c) for leaves not exceeding fifteen (15) days.

D. Jury Duty

Section 1. Any employee selected for jury duty shall receive a paid leave of absence for the time spent on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage.

Section 2. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift, shall return to work.

Section 3. An employee who is called for jury duty shall promptly notify the employee's immediate supervisor.

E. Witness Pay/Court Time

Section 1. An employee subpoenaed as a witness in a court action not involving criminal or civil action by or against the employee, but involving Lee County, shall receive a paid leave of absence for the time the employee spends on such duty. The employee shall receive the regular

standard time pay and shall turn over, to the Employer, the pay earned for such witness service, but the employee shall be allowed to keep any allowance for mileage.

F. Voting Leave

Section 1. Any employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

G. Military Leave

Section 1. The Employer shall comply with the statute granting leave of absence for military leave in accordance with the provisions of Section 29A.28, The Code, as the same may be amended from time to time.

H. Personal Leave

Section 1. Employees shall be granted three (3) days per contract year for use as personal leave. A probationary employee shall be granted a pro-rated portion of the three (3) days for that contract year, based on date of hire, provided that the employee successfully completes probation. The employee must request the personal leave no later than the previous day prior to the day of proposed use. The Employer reserves the right to disapprove personal leave for good cause. Personal leave may not be carried over to the next year and if not used will be forfeited without pay. Personal leave may be taken in increments of one (1) hour.

I. Federal Family and Medical Leave Act

An employee may request and shall be granted up to twelve weeks leave, pursuant to the Family and Medical Leave Act and related State and Federal regulations, for any reason qualifying under the Family and Medical Leave Act. Family and Medical Leave Act leave may be paid or unpaid, however, an employee utilizing the provisions of the Family Medical Leave Act must first exhaust any paid personal, sick and vacation leave, in that order, to which the employee is entitled under the provisions of this Agreement. The employee using paid leave under the Family and Medical Leave Act may choose not to utilize up to forty hours of the employee's paid leave accrued under the provisions of this Agreement. For Family and Medical Leave Act purposes, a year is defined as a twelve month rolling period measured backward from the date the employee uses the Family and Medical Leave Act leave.

Deductions from the employee's paid leave accumulations shall not exceed the actual amounts of FMLA leave taken, consistent with the use of the leave set forth in this Agreement.

J. Union Leave

Union representatives shall be allowed paid release time for the purpose of attending proceedings set forth in the Code of Iowa, Chapter 20. Stewards shall be allowed reasonable time to attend the duties required of them under the grievance procedures set forth in this agreement. A maximum of three (3) employees shall be allowed paid release time for bargaining negotiations during the regular work day.

ARTICLE 12

Employee Discipline

Section 1. The Employer has the right to enforce rules through employee discipline. Said rules shall be sent to the Union thirty (30) days prior to their effective date. In the event an employee is disciplined, suspended from work or discharged, such Employer action is subject to the grievance procedures set forth in this Agreement.

ARTICLE 13

Grievance Procedure

Section 1. A grievance shall mean a claim that alleges a violation of the express terms or provisions of this Agreement. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, with or without the employee's steward, to the employee's supervisor, within five (5) working days of the occurrence or event giving rise to the grievance in an effort to resolve the complaint informally. The supervisor shall give an oral answer to the grievance within five (5) working days after the grievance was presented to the supervisor.

Step Two. If the grievance is not settled in Step One, the employee and the employee's steward may appeal it within five (5) working days after the answer of the supervisor is due. The grievance shall be reduced to writing, signed by the aggrieved employee and the steward, and shall designate the specific section(s) of this Agreement alleged to be violated and shall contain a statement of the applicable facts and the remedy desired. The written grievance

shall be submitted to the Department Head or designated representative, who shall answer in writing to the employee and steward within seven (7) working days after the grievance has been presented to the Department Head.

Step Three. If the grievance is not settled in Step Two, it may be referred to arbitration by the Union by written notice of a request for arbitration, submitted to the Employer within seven (7) working days after the Employer's Step Two Answer is due. Said written notice shall be signed by the Union Business Representative.

Any grievance step or part thereof may be waived by mutual agreement of the Employer and the Union.

Section 2. The failure by an employee or Union to timely grieve or appeal constitutes a waiver of the grievance or appeal.

Section 3. The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of the grievance.

Section 4. When a timely request has been made for arbitration, the employee or the Union shall request PERB to provide the parties with a list of five (5) arbitrators. Within ten (10) days after the receipt of the proposed arbitrators, representatives of the parties shall alternately strike a name from the list of nominees until one remains. The winner of a coin flip shall have the choice of striking first or second. The parties shall inform the arbitrator so selected of his or her selection.

Section 5. An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance acceptable to all parties and, after hearing such evidence as the parties desire to present, shall issue a written decision to both parties within thirty (30) days following the conclusion of the hearing. The arbitrator may not change or amend the terms, conditions or applications of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator, within the scope of the arbitrator's authority, shall be final and binding upon the Employer, Union and the aggrieved employee(s). The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Section 6. The Employer and the Union will share equally the costs of the arbitration. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses.

Section 7. The employee shall have the right to be represented at all levels of the grievance procedure by a representative of the employee's choice, at the employee's cost. The Union shall have the right to participate at any and all states of the grievance procedure.

Section 8. All meetings, including the arbitration hearing, conducted under the foregoing grievance procedure shall be held in private and shall include only authorized representatives of the Employer, the Union, the aggrieved Employee, witnesses and the parties' authorized representatives.

ARTICLE 14

Insurance and Dental Care

A. Hospital and Medical.

Section 1. The Employer shall, at no cost to the employee, maintain for each full-time employee a hospital and medical care insurance policy whose benefits are comparable to the policy presently in existence. The Employer shall maintain for each regular part-time employee the hospital and medical care insurance policy provided to the full-time employees provided the part-time employee pays no more than fifty-percent (50%) of the cost of the single policy. However, there will be no dollar increase in the cost of premiums for part-time employees. Prior to any change in the hospital and medical care insurance policy or any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy, or as to the administrator or carrier, shall be made by the Employer.

Section 2. The Employer's policy coverage will be Alliance Select. The employee will pay the \$250 single deductible and the \$500 aggregate family deductible. The employee will pay the co-insurance with out-of-pocket maximum of \$750 single and \$1500 family. The deductible and the co-insurance are to be administered according to the policies of the insurance administrator.

Section 3. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

Section 4. All regular full-time and part-time employees may elect to cover the employee's family members in accordance with and to the extent provided under the terms of the insurance policy. A full-time employee shall pay zero percent (0%) of such additional premium per month of the difference between the cost of the single and the cost of the family policy and the Employer shall pay the balance. The part-time employee shall pay no more than fifty-percent (50%) of the family coverage premium and the Employer shall pay the balance. However, there will be no dollar increase in the cost of premiums for part-time employees.

Section 5. The Employer's policy coverage will provide one annual routine physical for the employee. The Employer may provide for one annual routine physical for each covered dependent of an employee.

B. Life Insurance.

Section 1. The Employer shall at no cost to the employee, maintain a life insurance policy or program for each employee in the face amount of Ten Thousand Dollars (\$10,000.00).

Section 2. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

C. Dental Care.

Section 1. Each employee is entitled to one dental examination, one prophylaxis, and two Bite-Wing x-rays, during the contract year, and the Employer shall pay for the cost of such services up to the amount of \$50.00. The employee will pay the dentist for any charges in excess of \$50.00. This benefit is for the employee only and is not transferable to any other person, including spouse or dependent. This benefit is available only if the employee uses a licensed dentist. This benefit is available only to the extent that the services performed is not covered by dental insurance, and the employer will reimburse the dentist only for those above services for which the dentist, the employee or the employee's spouse is not reimbursed by dental insurance, and in no event will the Employer reimburse the dentist for more than \$50.00.

Section 2. Each employee may designate the employee's spouse or dependent child as a person entitled to one dental examination, one prophylaxis, and two Bite-Wing x-rays, during the contract year, and the Employer shall pay for the cost of such services up to the amount of \$50.00.

This benefit is available only if the employee uses a licensed dentist. This benefit is available only to the extent that the service performed is not fully covered by dental insurance, and the Employer will reimburse the dentist only for those above services for which the dentist, the employee, or the employee's spouse or dependent is not reimbursed by dental insurance, and in no event will the Employer reimburse the dentist for more than \$50.00

Section 3. Each employee shall be entitled to reimbursement of not to exceed One Hundred Dollars (\$100.00) from the County for dental treatment to an employee or the spouse or dependent child of an employee during the contract year. This reimbursement is available only for dental treatment provided to the employee, or the spouse or dependent child of the employee, by a licensed dentist. This reimbursement is available only to the extent that the treatment is not covered by insurance of the employee, or the spouse, or dependent child of the employee. Any portion of the \$100 not used in one contract year may be carried over for use in the following contract year. The total amount available will not exceed \$200. The date the service is performed will determine the contract year to which the reimbursement is to be charged. This reimbursement is in addition to any benefit used in Section 1 or 2 above, and is not restricted to the type of dental treatment reimbursed in those Sections.

D. Visual Care.

Section 1. Each employee is entitled to reimbursement by the Employer during the contract year up to the amount of One Hundred Dollars (\$100) for the purchase of a pair of prescription eye glasses or of contact lenses, or for the costs of an eye examination. The employee will pay for any charges in excess of One Hundred Dollars (\$100). The benefit is for the employee only and is not transferable to any other person, including a spouse or a dependent. This benefit is available only if the employee uses a licensed optometrist or ophthalmologist. This benefit is available only to the extent that the service performed is not covered by insurance, and the Employer will reimburse the employee only for those services for which the optometrist, the ophthalmologist, the employee, or the employee's spouse is not reimbursed by insurance. Any portion of the \$100 not used in one (1) contract year may be carried over for use in the following contract year. The total amount available will not exceed \$200.

Section 2. The date the examination is performed and the date the prescription eye glasses or contact lenses were purchased will determine the contract year to which the reimbursement is to be charged.

E. Prescription Drugs.

Section 1. The Employer shall establish a managed drug program for its employees, called PRESCRIBE. The employee shall pay the \$50.00/\$100.00 deductible and shall pay a \$10 or a \$20 co-payment for any one prescription. The employee will be charged a deductible of \$10.00 when a generic drug is not available or when the physician requires a brand name drug.

Section 2. Coverage under this program will commence as set out in the policy or contract between the Employer and PRESCRIBE, and an employee will be covered in accordance with and to the extent provided under the terms of the policy or contract.

F. Pre-Tax Internal Revenue Service Account.

Section 1. The Employer shall make available to the employee a pre-tax Internal Revenue Service Account for payment of eligible expenses of the employee whenever this Account option is offered to other county employees. The Employer may extend this benefit to dependents of the employee provided that is allowed by Federal law.

ARTICLE 15

Health and Safety

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3. Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

Section 4. After the probationary period has been completed, the Employer shall reimburse each maintenance employee up to Fifty Dollars (\$50.00) for the purchase or repair of safety shoes for each contract year, provided that the safety shoes meet the safety standard of OSHA. Any portion of the Fifty Dollars (\$50.00) may be carried over for use in the next contract year.

ARTICLE 16

Supplemental Pay

A. Mileage Reimbursement.

Section 1. Whenever the Employer requires the employee to furnish his or her own transportation for use on County business, the employee will be reimbursed mileage at the current maximum rate allowed by Lee County.

B. Longevity.

Section 1. Longevity will be paid to employees who have worked for the Employer for the stated periods as follows, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Year</u>
5 years	\$110.00
10 years	\$170.00
15 years	\$230.00
20 years	\$290.00
25 years	\$350.00

Section 2. For the purposes of this Article, the number of years completed will be determined as to the anniversary of the person's date of hire.

Section 3. The above sums will be added to the first pay check of the affected employee each month.

ARTICLE 17

Wages

Section 1. The regular rates of pay for each classification of employees is set out in Appendices which are attached hereto and by this reference made a part hereof.

Section 2. When any employee's pay is in dispute, the employee's representative shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

ARTICLE 18

General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. The Union shall be permitted to post official Union notices on existing bulletin boards designated by the Employer where Union employees regularly work.

ARTICLE 19

Effective Period

Section 1. This Agreement shall be effective July 1, 2004, and shall continue through June 30, 2007.

Section 2. A party seeking a continuance shall cause a written notice to be served on the other party by September 15th of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract

is requested for the fiscal year beginning July 1, 2007, notice must be given prior to September 15, 2006, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATED this 22nd day of June, 2004

LEE COUNTY

By [Signature]
Chair, Board of Supervisors

By [Signature]
Member, Board of Supervisors

By [Signature]
Member, Board of Supervisors

DATED this 24th day of June, 2004

PUBLIC PROFESSIONAL &
MAINTENANCE EMPLOYEES LOCAL
NO. 2003 IUPAT

By [Signature]
Business Representative

By [Signature]
Bargaining Committee Member

By [Signature]
Bargaining Committee Member

By [Signature]
Bargaining Committee Member

APPENDIX A

Wage Schedule - Commencing July 1, 2004

		Step 1	Step 2	Step 3	Step 4	Step 5
I	Intern	7.10	7.32	7.53	7.75	7.99
II	Custodian	8.37	8.62	8.88	9.15	9.43
III	Accounting Tech I Elections/Office Clerk Real Estate Clerk Records Clerk Secretary	9.63	9.92	10.22	10.53	10.84
IV	Accounting Technician II General Assistance/Payee Bldg. & Grounds Maint. Worker Law Enforcement Records Tech. Legal Secretary Roadside Management Aide	10.80	11.12	11.45	11.80	12.15
II.	Administrative Assistant Appraiser Bldg. & Grounds Maint. Tech. Computer Specialist Elections Administrator Environ. Program Admin. I	12.10	12.46	12.83	13.22	13.61
VI	Conservation Maint. Sup. Environ. Program Admin. II Park Ranger Roadside Management Spec. Supervising Maint. Tech.	13.91	14.33	14.76	15.20	15.66
VII	Automotive Shop Sup. Road Maint. Sup. Supervising Engineering Tech. Wildlife Management Spec.	16.42	16.90	17.41	17.94	18.46

Example for a new regular full-time hourly employee:

Step 1 - Hourly Rate for a New Hire

Step 2 - Hourly Rate after Six Months of Service

Step 3 - Hourly Rate after One Year

Step 4 - Hourly Rate after Two Years

Step 5 - Hourly Rate after Three Years

Temporary Employees are to be paid at 90% of the Grid

APPENDIX B

Wage Schedule - Commencing July 1, 2005

		Step 1	Step 2	Step 3	Step 4	Step 5
I	Intern	7.31	7.54	7.76	7.98	8.23
II	Custodian	8.62	8.88	9.15	9.42	9.71
III	Accounting Tech I Elections/Office Clerk Real Estate Clerk Records Clerk Secretary	9.92	10.22	10.53	10.85	11.17
IV	Accounting Technician II General Assistance/Payee Bldg. & Grounds Maint. Worker Law Enforcement Records Tech. Legal Secretary Roadside Management Aide	11.12	11.45	11.79	12.15	12.51
IV.	Administrative Assistant Appraiser Bldg. & Grounds Maint. Tech. Computer Specialist Elections Administrator Environ. Program Admin. I	12.46	12.83	13.21	13.62	14.02
VI	Conservation Maint. Sup. Environ. Program Admin. II Park Ranger Roadside Management Spec. Supervising Maint. Tech.	14.33	14.76	15.20	15.66	16.13
VII	Automotive Shop Sup. Road Maint. Sup. Supervising Engineering Tech. Wildlife Management Spec.	16.91	17.41	17.93	18.48	19.01

Example for a new regular full-time hourly employee:

Step 1 - Hourly Rate for a New Hire

Step 2 - Hourly Rate after Six Months of Service

Step 3 - Hourly Rate after One Year

Step 4 - Hourly Rate after Two Years

Step 5 - Hourly Rate after Three Years

Temporary Employees are to be paid at 90% of the Grid

APPENDIX C

Wage Schedule - Commencing July 1, 2006

		Step 1	Step 2	Step 3	Step 4	Step 5
I	Intern	7.46	7.69	7.92	8.14	8.39
II	Custodian	8.79	9.06	9.33	9.61	9.90
III	Accounting Tech I Elections/Office Clerk Real Estate Clerk Records Clerk Secretary	10.12	10.42	10.74	11.07	11.39
IV	Accounting Technician II General Assistance/Payee Bldg. & Grounds Maint. Worker Law Enforcement Records Tech. Legal Secretary Roadside Management Aide	11.34	11.68	12.03	12.39	12.76
V.	Administrative Assistant Appraiser Bldg. & Grounds Maint. Tech. Computer Specialist Elections Administrator Environ. Program Admin. I	12.71	13.09	13.47	13.89	14.30
VI	Conservation Maint. Sup. Environ. Program Admin. II Park Ranger Roadside Management Spec. Supervising Maint. Tech.	14.62	15.06	15.50	15.97	16.45
VII	Automotive Shop Sup. Road Maint. Sup. Supervising Engineering Tech. Wildlife Management Spec.	17.25	17.76	18.29	18.85	19.39

Example for a new regular full-time hourly employee:

Step 1 - Hourly Rate for a New Hire

Step 2 - Hourly Rate after Six Months of Service

Step 3 - Hourly Rate after One Year

Step 4 - Hourly Rate after Two Years

Step 5 - Hourly Rate after Three Years

Temporary Employees are to be paid at 90% of the Grid

APPENDIX D

Wage Schedule - Commencing January 1, 2007

		Step 1	Step 2	Step 3	Step 4	Step 5
I	Intern	7.61	7.84	8.08	8.30	8.56
II	Custodian	8.97	9.24	9.52	9.80	10.10
III	Accounting Tech I Elections/Office Clerk Real Estate Clerk Records Clerk Secretary	10.32	10.63	10.95	11.29	11.62
IV	Accounting Technician II General Assistance/Payee Bldg. & Grounds Maint. Worker Law Enforcement Records Tech. Legal Secretary Roadside Management Aide	11.57	11.91	12.27	12.64	13.02
V.	Administrative Assistant Appraiser Bldg. & Grounds Maint. Tech. Computer Specialist Elections Administrator Environ. Program Admin. I	12.96	13.35	13.74	14.17	14.59
VI	Conservation Maint. Sup. Environ. Program Admin. II Park Ranger Roadside Management Spec. Supervising Maint. Tech.	14.91	15.36	15.81	16.29	16.78
VII	Automotive Shop Sup. Road Maint. Sup. Supervising Engineering Tech. Wildlife Management Spec.	17.60	18.12	18.66	19.23	19.78

Example for a new regular full-time hourly employee:

Step 1 - Hourly Rate for a New Hire

Step 2 - Hourly Rate after Six Months of Service

Step 3 - Hourly Rate after One Year

Step 4 - Hourly Rate after Two Years

Step 5 - Hourly Rate after Three Years

Temporary Employees are to be paid at 90% of the Grid